

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

GASPERNIE K. PERNIE
DEBTOR

CHAPTER 13

THE BANK OF NEW YORK MELLON FKA THE)
BANK OF NEW YORK, AS INDENTURE)
TRUSTEE FOR THE NOTEHOLDERS OF)
CWABS INC., ASSET-BACKED NOTES, SERIES)
2007-SEA1)

CASE NO. 19-17835-elf

11 U.S.C. SECTION 362 and 1301

VS.

GASPERNIE K. PERNIE
DEBTOR, KENNETH E. WEST
TRUSTEE

MOTION OF THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS INDENTURE TRUSTEE FOR THE NOTEHOLDERS OF CWABS INC., ASSET-BACKED NOTES, SERIES 2007-SEA1 FOR RELIEF FROM AUTOMATIC STAY UNDER SECTION 362 CO-DEBTOR STAY

1. Movant is The Bank of New York Mellon fka The Bank of New York, as Indenture Trustee for the Noteholders of CWABS Inc., Asset-Backed Notes, Series 2007-Seal.
2. Debtor is the owner of the premises **1119 Maple Avenue, Bensalem, PA 19020**, (hereinafter the “Property”).
3. Movant is the holder of a mortgage, original principal amount of \$237,400.00 on the mortgaged premises that was executed on April 28, 2006. Said mortgage was recorded on May 9, 2006. Documentation provided is in support of right to seek a lift of stay and foreclose if necessary.
4. Kenneth E. West is the Trustee appointed by the Court.
5. As of December 27, 2021, Debtor and non- filing Co-Debtors, Dominic Pernie and Beth Pincione have failed to make the monthly payments in the amount of \$2,197.81

- for the months of July 2021 through December 2021 with \$1,953.06 in suspense. The amount necessary to cure the post-petition arrears is \$11,233.80.
6. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant will also incur \$1,050.00 in legal fees and \$188.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.
 7. The total amount necessary to reinstate the loan as of December 27, 2021, is \$63,181.86 (plus attorney's fees & costs). This includes all missed payments along with past due escrow and corporate advances.
 8. As of December 27, 2021, the unpaid principal balance owed is \$238,367.14.
 9. The Property is listed in Debtor's amended plan that was filed on March 6, 2020.
 10. Movant is entitled to relief from stay and Co-Debtor stay for cause.
 11. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.
 12. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.
 13. NewRez LLC dba Shellpoint Mortgage Servicing, services the underlying mortgage loan and note for the property referenced in this motion for Movant. In the event the

automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Deed of Trust.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. That co-debtor stay of 11 U.S.C. § 1301 is terminated for all purposes allowed by the Note, Mortgage, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property, notwithstanding a subsequent filing under any chapter of Title. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

Respectfully Submitted,

/s/ Joshua I. Goldman
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic notice and/or by First Class U.S. Mail on this 30th day of December, 2021:

/s/ Joshua I. Goldman
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SERVICE LIST (CASE NO. 19-17835-elf)

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